



UGOVOR O PODIZVOĐENJU

Zaključen dana 22.05.2024. između

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD sa sedištem u Zemunu Batajničkom drumu 3 deo 6a, matični broj: 29507031, PIB: 109874997, koga zastupa g. Xue Hongxi, po punomoćju od 31.12.2021. godine (**Izvođač**)

i

GEMMAX GRADNJA DOO ZA GRAĐEVINARSTVO I INŽENJERING NOVI SAD sa sedištem u Novom Sadu, ul. Zrenjaninski put br.3, matični broj: 20418737, PIB: 105877969, koga zastupa g. Danilo Bojović (Podizvođač)

(u daljem tekstu takođe pojedinačno označeni i kao **Ugovorna strana**, a zajedno **Ugovorne strane**)

S OBZIROM DA je potpisan Komercijalni ugovor o modernizaciji i rekonstrukciji mađarsko-srpske železničke veze na području Republike Srbije, između Vlade Republike Srbije, Infrastruktura Železnica Srbije (**Investitor**) i Joint Venture China Railway International Co., Ltd. i China Communications Construction Company Ltd.,

S OBZIROM DA su CHINA RAILWAY INTERNATIONAL CO., LTD. SERBIA OGRANAK BEOGRAD, i Izvođač zaključili Ugovor o podizvođenju radova (**Glavni ugovor**).

S OBZIROM DA u skladu sa Glavnim ugovorom, Izvođač ima pravo da deo radova ustupi podizvođačima.

S toga, Ugovorne strane su se sporazumele kako sledi

Predmet Član 1

Predmet ovog Ugovora je izvođenje radova u

SUBCONTRACT AGREEMENT

Concluded on 22.05.2024 between

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD, with the registered seat in Zemunu Batajničkom drumu Street 3 deo 6a, registration no: 29507031, tax identification no: 109874997, represented by Mr. Xue Hongxi, by power of attorney dated December 31, 2021 (**Contractor**)

And

GEMMAX GRADNJA DOO ZA GRAĐEVINARSTVO I INŽENJERING NOVI SAD, with the registered seat in Novi Sad, Street Zrenjaninski, No.3, registration no: 20418737, tax identification no: 105877969, represented by Mr. Danilo Bojovic (Subcontract)

(Hereinafter individually also referred to as **the Party** and jointly referred to as **the Parties**)

WHEREAS the Commercial Contract on modernization and reconstruction of Hungarian-Serbian Railway connection in the territory of the Republic of Serbia, was entered by the Government of the Republic of Serbia, Infrastructure of Serbian Railways JSC (**Investor**) and Joint venture of China Railway International Co., Ltd. and China Communications Construction Company Ltd.

WHEREAS CHINA RAILWAY INTERNATIONAL CO., LTD. SERBIA OGRANAK BEOGRAD, and the Contractor concluded the Contract on subcontracting works (**Main Contract**).

WHEREAS in accordance with the Main Contract, the Contractor is entitled to subcontract part of the construction works.

Therefore, parties agree as follows

Subject Article 1

The subject of this Agreement is performance of

svemu prema ponudi za izvođenje radova 27/03 od 22.05.2024. godine (**Ponuda**) koja je usvojena od strane Izvođača, a koja čini sastavni deo ovog Ugovora.

the works in all respects according to the offer no 27/03 for the performance of works dated 22.05.2024. (**Offer**) which was adopted by the Contractor, and which forms an integral part of this Agreement.

Cena Član 2

Ugovorena cena je ugovorena kao fiksna jedinična cena u skladu sa ponudom.
Procenjena cena ugovora je 118.055,63 EUR.

PDV će se obračunavati u skladu sa zakonom.

Konačna ugovorena cena će se izračunati na osnovu stvarno ostvarenih količina radova izračunatih u skladu sa fiksnim jediničnim cenama definisanih u Ponudi.

Stvarne količine će se evidentirati u obračunskim listovima građevinske knjige.

U cenu su uračunate naknade za rad, asfaltni materijal, opremu i alate, naknade za utovar i istovar svih materijala i opreme, naknade za ulazak i izlaz, naknade za upravljanje, razumnu zaradu, merenje, troškove laboratorije za ispitivanje, prskanje emulzije itd.

Price Article 2

The contracted price is contracted as the fixed unit price according to the offer.

The Tentative price of the contract is EUR 118.055,63.

VAT shall be calculated in accordance with the law.

The final contracted price will be calculated on the basis of actual performing quantities of works in accordance with fixed unit price defined in the Offer.

Actual quantities will be logged in book sheets in construction book.

The price includes labor, asphalt materials, equipment and tool fees, all materials and equipment loading and unloading transportation fees, entry and exit site fees, management fees, reasonable profits, measurement, testing laboratory costs, emulsion spraying, etc.

Način plaćanja Član 3

Izvođač će Podizvođaču uplati avans u iznosu od 20% procenjene vrednosti Ugovorenih radova definisanih u Članu 2, u roku od 7 dana od dana prijema sredstva obezbeđenja i predračuna za avansno plaćanje.

Plaćanja će se izvršiti u roku od 30 dana od dana potvrđivanja privremenih i okončanih situacija i obračuna stvarno izvedenih količina.

Cena iz stava 1. ovog člana isplaćuje se u dinarskoj protivvrednosti, po srednjem kursu NBS na dan obračuna.

Method of payment Article 3

The Contractor will pay the Subcontractor an advance in the amount of 20% of the tentative value of the Contracted Works defined in Article 2, within 7 days from the date of receipt of the security and advance payment invoice.

The payment will be made within 30 days from the date of confirmation of the temporary and final situations and the calculation of the quantities performed.

The price referred to in the paragraph 1 of this Agreement shall be paid in RSD counter value according to the middle exchange rate of NBS on the date of calculation.

Sredstvo obezbeđenja **Član 4**

Podizvođač će u roku od 3 dana nakon potpisivanja Ugovora, dostaviti Izvođaču blanko menicu koja je neopoziva, bez prava protesta i naplative na prvi poziv, potpisane i overene službenim pečatom od strane ovlašćenog lica, sa fotokopijom potvrde o registraciji menice kod poslovne banke i original iste na uvid, menično pismo - ovlašćenje u iznosu primljenog avansa i overenu fotokopiju kartona deponovanih potpisa od strane poslovne banke kao garanciju za dobro izvršenje posla.

Izvođač će vratiti menicu Podizvođaču u roku od 10 dana od prijema i potvrde radova od strane Investitora.

Security **Article 4**

The Subcontractor undertakes to deliver to the Contractor, within 3 days from the date of signing the Contract, as a performance guarantee for the, a blank promissory note that is irrevocable, without the right of protest and payable at the first call, signed and certified with an official seal by an authorized person, with a photocopy of the certificate of registration of the bill of exchange with the commercial bank and the original thereof for inspection, bill of exchange letter - authorization in the amount of the received advance payment and a certified photocopy of the card of signatures deposited by the commercial bank.

The Contractor shall return the promissory note to the Subcontractor within 10 days of the acceptance and approval of the works by Investor.

Obaveze Podizvođača **Član 5**

Podizvođač se obavezuje da predmetne Radove izvede stručno i kvalitetno u svemu prema zakonskim propisima, normativima i standardima za ovu vrstu posla. Podizvođač je dužan da poštuje sva uputstva u vezi sa bezbednošću potrebnih za izvršenje Radova na Gradilištu, uključujući upotrebu odgovarajuće bezbednosne opreme u skladu sa propisima nadležnih organa, uputstvima Izvođača i zahtevima koje postavlja merodavno pravo.

Podizvođač preuzima punu odgovornost za podobnost, stabilnost i sigurnost svih **preuzetih** aktivnosti izvedenih na Gradilištu, svih **svojih** građevinskih metoda i svih Radova, bez obzira na bilo koje odobrenje ili saglasnost Predstavnik Izvođača.

Podizvođač će takođe biti odgovoran za svu štetu pretrpljenu od bilo kog trećeg lica ili stvari koja se

Obligations of the Subcontractor **Article 5**

The Subcontractor undertakes to perform the Works in question professionally and with quality in all respects in accordance with legal regulations, norms and standards for this type of work. The subcontractor is obliged to respect all the safety instructions required for the execution of Works on the construction site, including the use of appropriate security equipment in accordance with the regulations of the competent authorities, the instructions of the Contractor and the requirements set by the authorities.

The Subcontractor shall assume full liability for the suitability, stability and safety of all actions carried out on the Site, all construction methods, and all Works, regardless of any approval or consent of the Contractor's Representative.

The Subcontractor shall be also liable for all damages sustained by any third Contractor

nalazi uz Gradilište, a u vezi sa izvođenjem **ugovorenih** Radova, u istoj meri kao da je šteta pričinjena na Gradilištu.

matter adjacent to the Site in connection, and concerning the execution of Works, to the same extent as if the damage was made on the Site.

Obaveze Izvođača Član 6

Izvođač se obavezuje da Podizvođaču plati ugovorenu cenu pod uslovima i na način određen u članovima 2. i 3. Ovog Ugovora

Obaveze Izvođača su

- Obezbeđenje sve potrebne tehničke dokumentacije;
- Obezbeđenje prilaznih puteva lokacijama za nesmetan transport mehanizacije
- Obezbeđivanje pristupnih rampi i puteva za ulazak i izlazak opreme i materijala na/sa gradilišta;

Obligations of the Contractor Article 6

The Contractor undertakes to pay the Subcontractor the agreed price under the conditions and in the manner specified in Articles 2 and 3 of this Contract.

Obligations of the Contractor shall be

- Provision of all necessary technical documentation.
- Provision of access roads to locations for transport of heavy machinery
- Provision of access ramps and roads for the entry and exit of equipment and materials to/from the construction site.

STANDARDI, SPECIFIKACIJE, PRIHVAT RADOVA I GARANCIJA ZA KVALITET Član 7

Tehnički standardi i specifikacije koji se odnose na podizvođenje se primenjuju na podizvođačke radove na način predviđen Glavnim ugovorom. Bilo koja promena u tehničkim standardima ili specifikacijama koja je predložena od Podizvođača podleže odobrenju Izvođača, odnosno Investitora.

Podizvođač je dužan da dostavi svu neophodnu tehničku dokumentaciju o asfaltu u skladu sa tehničkim standardima a posebno garanciju o kvalitetu.

STANDARD SPECIFICATIONS, FINAL ACCEPTANCE AND QUALITY GUARANTEE Article 7

The engineering standards and specifications related to Subcontracted Works as stipulated in the Main Contract are applicable to the Subcontracted Works. Any alterations to the engineering standards or specifications proposed by Subcontractor shall be subject to Contractor, s, i.e., Employer's approval.

The Subcontractor is obliged to submit all the necessary technical documentation about the asphalt in accordance with the technical standards, and especially the quality guarantee.

PERIOD IZVOĐENJA RADOVA I GARANTNI ROK Član 8

Podizvođač će ući na gradilište u roku od 10 dana nakon potpisivanja ugovora, a period izgradnje svakog mosta je uređen svakog mosta je uređen **dinamičkim planom koji je prilog ovom ugovoru.**

U slučaju zakašnjenja u ispunjenju ugovorenih

SUBCONTRACTED WORKS REALIZATION PERIOD AND DEFECT LIABILITY PERIOD Article 8

The subcontractor will enter the site within 10 days after the signing of the contract, and the construction period of each bridge is arranged 3d.

In the case of a delay in the fulfilment of the

radova u ugovorenom periodu, Podizvođač ima obavezu da preduzme, na svoj teret, sve razumne mere kako bi otklonila posledice zakašnjenja.

Izvođač je ovlašćen da zahteva od Podizvođača iznos od 0,1% od ugovorene cene, na ime ugovorne kazne za svaki dan zakašnjenja ispunjenja ugovorenih obaveza, sve do maksimalne sume takve ugovorne kazne koja bi iznosila 10% ugovorene cene.

Član 9

Ugovorne strane su saglasne da će se na prijem i prihvatanje radova iz ovog ugovora, primenjivati odredbe Glavnog ugovora.

Član 10

Podizvođač će biti odgovoran za nedostatke u izvedenim radovima u period od 24 meseca od prihvata radova (Garantni rok)

Svi nedostaci u ispunjenju ugovorenih radova će biti otklonjeni od Podizvođača na njegov teret. Podizvođač je slobodan da izabere način na koji će otkloniti nedostatak.

Ako Podizvođač ne otkloni nedostatke u vremenskom period koji je upisan u izveštaj, popunjen i potpisan od obe strane, Izvođač ima pravo da otkloni nedostatke sam ili angažovanjem treće strane na teret Podizvođača.

REŠAVANJE SPOROVA I MERODAVNO PRAVO

Član 11

Strane će nastojati da reše sve sporovi koji proizilaze iz ili u vezi sa ovim Ugovorom. Ukoliko strane ne postignu sporazum, strane su saglasne da se za sve sporove koji proizilazi iz ili u vezi sa ovim Ugovorom ugovori nadležnost Privrednog suda u Beogradu. Kao merodavno pravo se ugovara pravo Republike Srbije.

Subcontracted Works within the agreed term, the Subcontractor shall be obliged to undertake, at its own expense, all reasonable measures to rectify the consequences of the delay.

The Contractor is entitled to charge the Subcontractor the amount of 0,1 % of the Subcontract Price as liquidated damage for each day of delay in the fulfilment of the assigned obligations, up to a maximum amount of such liquidated damage of 10 % of the Subcontract Price.

Article 9

The parties agree that the provisions of the Main Contract shall be applied to the receipt and acceptance of the works under this Agreement.

Article 10

The Subcontractor shall be responsible for deficiencies in the performed works for a period of 24 months from the acceptance of the Works (Warranty period).

Any deficiency in the fulfilment of the Subcontracted Works shall be rectified by the Subcontractor at its own expense. The Subcontractor shall be free to choose the manner of rectifying the deficiency.

If the Subcontractor fails to rectify the deficiencies within the specified term that is noted in the mutually agreed and signed report, the Contractor shall be entitled to rectify the deficiencies itself or by engaging a third Contractor the expense of the Subcontractor.

RESOLUTION OF DISPUTES AND APPLICABLE LAWS

Article 11

Any disputes arising from or in relation to this Subcontract shall be resolved by the parties in an amicable way. If the parties fail to settle the dispute amicably, the parties agree that any dispute arising out of or in connection with the present contract shall be brought to Commerce Court in Belgrade. As applicable law, the parties

determine the law of the Republic of Serbia.

VAŽENJE I RASKID UGOVORA

Član 12

Ovaj Ugovor stupa na snagu dana kada ga potpišu svi ovlašćeni zastupnici obe strane, a prestaje ispunjenjem svih obaveza koje su predviđene ovim Ugovorom.

Izvođač može raskinuti ovaj ugovor usled neispunjenja Podizvođača na isti način, pod istim uslovima i sa istim posledicama koje su ugovorene u Glavnom ugovoru za slučaj raskida ugovora od strane Investitora.

Podizvođač može raskinuti ovaj ugovor usled neispunjenja Izvođača na isti način, pod istim uslovima i sa istim posledicama koje su ugovorene u Glavnom ugovoru za slučaj raskida ugovora od strane Izvođača.

U slučaju raskida Glavnog ugovora i u slučaju da Investitor ne traži ustupanje ovog Ugovora u skladu sa odredbama Glavnog ugovora, ovaj Ugovor će se smatrati raskinutim.

OSTALE ODREDBE

Član 13

Ugovorne strane će se međusobno obavestiti o svim značajnijim okolnostima vezanim za ispunjavanje ovog Ugovora i Glavnog ugovora.

Svaka strana se obavezuje da čuva bilo koju informaciju koja se odnosi na drugu stranu ili predmet ovog Ugovora, osim u slučajevima kada su takve informacije javno poznate ili je stranka saznala na drugi način.

Izvođač se slaže da Podizvođač može prenositi drugim članovima grupe Podizvođača podatke o Izvođaču ili o ovom Ugovoru.

Tokom implementacije radova podizvođenja i

VALIDITY AND TERMINATION OF THE AGREEMENT

Article 12

This Subcontract takes effect from the date when it is being signed by authorized representatives of both parties and terminates on the completion obligations and responsibilities of both parties specified in this Subcontract.

Contractor may terminate this Subcontract as a result of a fault by the Subcontractor, on the same ground, in the same manner, under the same terms and conditions and with the same consequences as stipulated in the Main Contract in case of termination by the Employer.

Subcontractor may terminate this Subcontract as a result of a fault by the Contractor, on the same ground, in the same manner, under the same terms and conditions and with the same consequences as stipulated in the Main Contract in case of termination by the Contractor.

In the case of the termination of the Main Contract and provided that the Employer does not require the transfer of this Subcontract in line with the provisions of the Main Contract, this Subcontract shall be considered terminated.

OTHER PROVISIONS

Article 13

The contracting parties shall notify each other about any significant circumstances related to the fulfilment of this Subcontract and the Main Contract.

Each party undertakes to keep any information related to the other party or to the subject of the Subcontract confidential, except where such information is publicly known, or a party has become aware of it in another way.

Contractor agrees that Subcontractor may submit data on the Contractor or the Subcontract to other members of the Subcontractor's Group.

During the implementation of the Subcontracted

Works and other activities related directly or indirectly thereto, the parties undertake to observe and comply with all the provisions regarding taxation, the fight against corruption, monopolies, money laundering, environmental protection, employee protection and the like, i.e. to refrain from any activities that may constitute bribery, violation of the fundamental rights of employees or regulations governing child labour. Subcontractor undertakes responsibility for the health and safety of all its employees, it shall be obliged to act in line with applicable laws regarding environmental protection and to exert maximum effort to promote this Code of Conduct among its suppliers.

Article 14

This Subcontract is made in Serbian and English language, and in case of discrepancy Serbian language version will prevail.

This Subcontract is made in 4 (four) copies, 2 (two) for each party.

Amendments to this Subcontract shall be only valid if made in writing.

Podizvođač / Subcontractor

GEMMAX GRADNJA
POSREDOVANJE U GRAĐEVINARSTVO
INŽENJERING
NOVI SAD 3

Daniilo Bojović

Direktor/ director